

**U.S. Geological Survey
Checklist for Reimbursable Agreements**


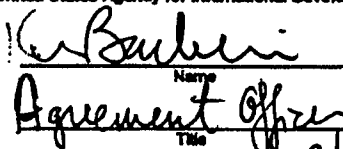
Elements of Agreement	Initial	Comments
Note: The following elements must be in all reimbursable agreements and verified by initialing or marking 'N/A'.		
Customer Information:		
Name of Organization <u>USAID</u>	<i>nan</i>	
Address <u>USAID/Afghanistan, 6180 Kebab Place, Dulles VA</u>	<i>nan</i>	
Office phone; Fax; Email <u>JBeauchamp@usaid.gov 20189-680</u>	<i>nan</i>	
Project Chief/Principal Investigator <u>Jack Beauchamp</u>	<i>nan</i>	<u>4-011-95-70-234-204</u>
Administrative Contact <u>Alecia Orlov</u>	<i>nan</i>	
USGS Information:		
Organization/Cost Center <u>7910 International Programs</u>	<i>nan</i>	
Address <u>12201 Sunrise Valley Dr. 15-9174 Reston VA</u>	<i>nan</i>	
Office phone; Fax; Email <u>703-648-6062 20192</u>	<i>nan</i>	
Project Chief/Principal Investigator <u>Jack Medlin</u>	<i>nan</i>	
Administrative Contact <u>Nancy Zeigler</u>	<i>nan</i>	
Scope of Work:		
Period of Performance (Start & End Date) <u>3/24/04 - 09/30/05</u>	<i>nan</i>	
Description of Work <u>Rebuilding+Revitalization of Afghanistan</u>	<i>nan</i>	
Agreement Deliverables <u>Report and training programs, etc.</u>	<i>nan</i>	
Authority to Publish <u>N/A</u>	<i>nan</i>	
If in-kind services provided, described in agreement <u>N/A</u>	<i>nan</i>	
Equipment/Property requirements or restrictions <u>equipment N/A</u>	<i>nan</i>	
Multiple Tasks (provide start and end dates for each task) <u>N/A</u>	<i>nan</i>	
Funding Information:		
Agreement Number <u>306-P-00-04-00656-00</u>	<i>nan</i>	
Agreement Type: Fixed Price, Coop, Fixed Price, Reimbursable, JFA, Coop, or Other <u>Reimbursable</u>	<i>nan</i>	
Cost Share or (Full Repay) <u></u>	<i>nan</i>	
Total Amount of Agreement <u>\$,000,000</u>	<i>nan</i>	
Supports USGS Program (Input Program Element in BASIS) <u>yes</u>	<i>nan</i>	
Amount of Modification (if applicable) <u>N/A</u>	<i>nan</i>	
Billing Information:		
FFS Vendor Code <u></u>		
Billing Address (verify address in VEND table) <u>6180 Kebab Place Dulles VA</u>	<i>nan</i>	
Billing Contact <u>Jack Beauchamp</u>	<i>nan</i>	
Tax Identification Number (TIN) (if applicable) <u>N/A</u>	<i>nan</i>	
Billing Instrument Stated (IPAC) <u>DI-1040, SF-1080</u>	<i>nan</i>	
DOD Agreements - All MIPR's must have following statement "For accounting purposes, this agreement is a Government Order, not a contract. Billing will be accomplished via an IPAC charge issued from the USGS." <u>N/A</u>		
Federal Customer Appropriation Code (if applicable) <u>724/51037</u>	<i>nan</i>	
Federal Customer Agency Location Code & DUNS Number (if applicable) <u>72000058</u>	<i>nan</i>	
Frequency of Billing (advance, monthly semi-annually, end of project)	<i>nan</i>	
Agreement Authority:		
Is legal authority to enter into agreement cited? <u>Yes</u>	<i>nan</i>	
Supporting Documentation: (*Copies must be filed with the agreement)		
Cost Calculations for Direct Costs Available at Cost Center <u>yes</u>	<i>nan</i>	
Cost Calculations for Indirect Costs Available at Cost Center <u>yes</u>	<i>nan</i>	
*Calculations for blended assessment rate (e.g. interdisciplinary work) (if applicable) <u>yes</u>	<i>nan</i>	
*Direct State Service Inventory (if applicable) <u>N/A</u>	<i>nan</i>	
*International Approvals (if applicable) <u>yes</u>	<i>nan</i>	
*Non-Standard JFA Approval (if applicable) <u>N/A</u>	<i>nan</i>	
*Special Rate Approvals (if applicable) <u>N/A</u>	<i>nan</i>	
*Transmittal/Acceptance Letter (if applicable) (Official letter to accept funds, state authority to publish, and if fixed price or reimbursable) <u>N/A</u>	<i>nan</i>	
Project Chief/Principal Investigator (Name/Phone/Signature) <u>Jack H Medlin</u> Jack Medlin (703) 648-6062		Date <u>9/9/04</u>
Cost Center Financial Reviewer (Name/Phone/Signature) <u>Nancy Zeigler</u> Nancy Zeigler (703) 648-6645		Date <u>9/7/04</u>

MODIFICATION OF ASSISTANCE			Page 1 of 1
1. MODIFICATION NUMBER 01	2. EFFECTIVE DATE OF MODIFICATION 03/24/2004	3. AWARD NUMBER: 306-P-00-04-00566-00	4. EFFECTIVE DATE OF AWARD: 03/24/2004
5. GRANTEE: U.S. Geological Survey 12201 Sunrise Valley Dr. Reston VA 20192 DUNS NO.: TIN NO.: LOC NO.:		6. ADMINISTERED BY: USAID/Afghanistan Office of Acquisition & Assistance 6180 Kabul Place Dulles, VA 20189-6180	
7. FISCAL DATA: Amount Obligated: \$.00 Budget Fiscal Year: Operating Unit: Strategic Objective: Team/Division: Benefiting Geo Area: Object Class:		8. TECHNICAL OFFICE: USAID/Afghanistan ERRDO 9. PAYMENT OFFICE: USAID/Afghanistan Controller Office 6180 Kabul Place Dulles, VA 20189-6180	
10. FUNDING SUMMARY:			
		Obligated Amount	Total Est. Amt.
Amount Prior to this Modification:		\$5,000,000.00	\$5,000,000.00
Change Made by this Modification:			
New/Current Total:		\$5,000,000.00	\$5,000,000.00
11. DESCRIPTION OF MODIFICATION:			
This administrative modification is issued to correct the Agreement number. Specifically, this award is modified as follows: Cover Page "Award Number" DELETE "306-P-00-04-00656-00" and INSERT "306-P-00-04-00566-00" in lieu thereof. ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT			
12. THIS MODIFICATION IS ENTERED INTO PURSUANT TO THE AUTHORITY OF AS AMENDED. EXCEPT AS SPECIFICALLY HEREIN AMENDED, ALL TERMS AND CONDITIONS OF THE GRANT REFERENCED IN BLOCK #3 ABOVE, AS IT MAY HAVE HERETOFORE BEEN AMENDED, REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.			
13. GRANTEE: <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT REQUIRED TO SIGN THIS DOCUMENT TO RECONFIRM ITS AGREEMENT WITH THE CHANGES EFFECTED HEREIN			
14. GRANTEE:		15. THE UNITED STATES OF AMERICA	
BY: _____ N/A (Name Typed or Printed)		U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT BY: <u>Ken Barberi</u> Ken Barberi (Name Typed or Printed)	
TITLE: _____		TITLE: Agreement Officer	
DATE: _____		DATE: <u>9/9/04</u>	

**PARTICIPATING AGENCY SERVICE AGREEMENT
BETWEEN
THE UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
AND**

U.S. GEOLOGICAL SURVEY

306-P-00-04-0036600 ("Participating Agency")

Award Number: 306-P-00-04-0036600-00		Modification Number: 00	
1. Activity Title: Initial Natural Resource Assessments		2. Strategic Objective Title and Number: SO 306-003.01	
3. Appropriation Symbol: See Annex B "Budget"		4. Fund Code:	
5. A&A Request Number / MAARD Number: 306-0003-3-40162		6. Initial Fiscal Year: 2004	
7. Start Date: 03-24-2004		8. Completion Date: 03-30-2005	
9A. Prior Funding: \$0.00	9B. Funding Obligated this Document: \$5,000,000.00	9C. Total Obligated Funding: \$5,000,000.00	
10. Authority: Section 632(b) of the Foreign Assistance Act of 1961, as amended (FAA), 22 U.S.C. Sec. 2382(p); [FAA Sections 496 and 497, 22 U.S.C. 2293, 2294;] [Section 2 of the Support for East European Democracy (SEED) Act of 1999, 22 U.S.C. 5401;] [FAA Sec. 496, 22 U.S.C. 2295; FAA Sec. 499C, 22 U.S.C. 2295c;]			
11. Services to be Provided: The Participating Agency agrees to provide the services summarized below and more fully described in Annex A. Unless otherwise authorized by the USAID Agreement Officer, all services must be of United States origin.			
11B. Place of Performance: 0100100			
12. Liaison Offices / Additional Representatives			
12A. Participating Agency: U.S. Geological Survey 12201 Sunrise Valley Dr. Reston VA 20192		12B. United States Agency for International Development Cognizant Technical Office: US Agency for International Development USAID/Afghanistan/HRDOO 6190 Kabul Place Dulles VA 20189-6190	
13A. Signature by Authorized Representative:  P. Patrick Leahy Name Associate Director, Geology Title 8/31/04 Date		13B. Signature by USAID Agreement Officer: United States Agency for International Development  Name Agreement Officer Title 9/3/04 Date Address: Office of Acquisition and Assistance USAID/Afghanistan 6190 Kabul Place Dulles VA 20189-6190	
14. This Agreement consists of this face sheet and the following items (if checked): <input checked="" type="checkbox"/> Schedule <input checked="" type="checkbox"/> Annex B - Budget <input checked="" type="checkbox"/> Annex A - Statement of Work <input checked="" type="checkbox"/> Annex C - Standard Provisions			

Note: Funds Availability
Statement from DFM
on page 8.

SCHEDULE

SCHEDULE

A. PURPOSE OF AGREEMENT

This Agreement between the U.S. Geological Survey (the Participating Agency) and the United States Agency for International Development (USAID) is entered into under the authority of Section 632(b) of the Foreign Assistance Act of 1961, as amended, 22 U.S.C. Sec. 2392(b). Under this Agreement the Participating Agency will provide technical services to USAID in accordance with the Statement of Work set forth in Annex A to this Agreement. USAID and the Participating Agency may modify this Agreement by mutual agreement in writing. As used in this Agreement, a "cooperating country" is a country receiving assistance under this Agreement.

B. PERIOD OF AGREEMENT

The effective date of this Agreement is the latter date in Blocks 13A and 13B on the face sheet. It is the date when the Participating Agency may begin to incur costs to support the technical services the Participating Agency will provide under this Agreement. The Completion Date of this Agreement is set forth in Block 8 of the face sheet of this Agreement, and it is the last day on which Participating Agency may incur costs under this Agreement, unless the Agreement Officer agrees otherwise in writing. The Start Date found in Block 7 of the face sheet of this Agreement is the estimated date on which the services of Participating Agency personnel performing services under this Agreement will begin at the USAID post of assignment. Unless the USAID Agreement Officer specifically authorizes otherwise in writing in advance, the Participating Agency may not provide services to USAID under this Agreement beyond the Completion Date.

C. FISCAL TERMS

1. Obligation: Signature of this Agreement by the Participating Agency and the USAID Agreement Officer (in Blocks 13A and 13B of the face sheet of this Agreement) constitutes an obligation of funds by USAID in the amount specified in Block 9B of the face sheet. USAID funding for this Agreement is limited to the total obligated funding (Block 9C of the face sheet). Unless the USAID Agreement Officer specifically authorizes otherwise in writing in advance, the Participating Agency may not incur costs greater than the total obligated funding.

2. Budget: Annex B sets forth the Budget for the services that the Participating Agency will provide under this Agreement. The Participating Agency may adjust individual line items in the Budget, provided that (1) the Participating Agency does not exceed the total obligated funding; (2) an adjusted line item does not increase by more than 10 percent; and (3) the Participating Agency notifies USAID in writing of the adjustments. Increasing a budget line item by more than 10 percent requires the prior written approval of the USAID Agreement Officer.

D. REPORTS

The Participating Agency must prepare and submit the technical and other reports required under the clause of this Agreement entitled, "REPORTS," of Annex C, Standard Provisions.

The Participating Agency will submit the required reports to the USAID Agreement Officer and the USAID Cognizant Technical Officer at the addresses indicated in blocks 13B and 12B, respectively, of the face sheet of this Agreement.

E. PAYMENT

a) The USAID Paying Office and corresponding address for this Agreement is:

Controller,
USAID/Afghanistan
6180 Kabul Place
Dulles, Virginia 20189-6180

SCHEDULE

The Intra-governmental Payment and Collection system is USAID's preferred method of being billed. However, the Participating Agency may also bill USAID using Standard Form 1081, or another form, mutually agreed upon by USAID and the Participating Agency.

b) The Participating Agency must submit an original financial report to the Paying Office identified above with each billing to itemize expenditures to the level of detail specified in the Budget (Annex B) of this Agreement. The Participating Agency must submit a copy of the financial report to the USAID Cognizant Technical Officer.

c) The Participating Agency must prepare the financial reports required under this Agreement on at least a quarterly basis.

d) Amounts that the USAID Agreement Officer determines to be unallowable under this Agreement will not be reimbursed or will be charged back to the Participating Agency if payment was made before such a determination.

e) The parties agree to use reimbursement method of payment.

f) The financial reports submitted shall, as a minimum, contain current period and cumulative amounts as follows:

Budget Line Item	Budget Amount	Current Period Disbursements	Cumulative Disbursements	Remaining Balance
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F. SUPPORT TO TERRORISM

The Participating Agency is reminded that U.S. Executive Orders and U.S. laws prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Participating Agency to ensure that all subagreements, contracts, and grants issued under this Agreement comply with these Executive Orders and laws.

G. GEOGRAPHIC CODE/SOURCE, ORIGIN, NATIONALITY

The authorized geographic code for procurement of goods and services under this agreement is 935 (Free World) and Cooperating Country, including motor vehicles. Motor vehicles from non-U.S. source or origin will be held to a minimum and carried out only when necessitated by required specifications, spare parts, and maintenance capabilities.

H. ORDER OF PRECEDENCE

Conflicts between any parts of this Agreement will be resolved by applying the following descending order of precedence:

Face Sheet Schedule Annex C, Standard Provisions Annex B, Budget Annex A, Statement of Work.

ANNEX A

STATEMENT OF WORK

BACKGROUND

The rebuilding and revitalization of the Afghanistan natural resources sector should focus initially on seven (7) critical, interrelated, mutually supportive topical areas that have been identified by various groups. These include the World Bank-UNDP-ADB Needs Assessment document; various donor documents; onsite trip reports from various governmental and international organizations and individuals; international conferences, workshops, and briefings conducted by USGS and other organizations with Afghanistan government officials; onsite fact finding trips; and discussions with knowledgeable geo-science experts who have worked in Afghanistan or in regions immediately adjacent to Afghanistan. The efforts of more than 25 USGS experts working over many months are captured in proposed natural resource activities.

The seven (7) critical nationwide natural resources topical areas that have been identified for immediate action are: 1) capacity and institutional building; 2) geospatial infrastructure development; 3) oil and gas resources assessment; 4) coal resources assessment; 5) mineral resources assessment; 6) water resources assessment; and 7) earthquake hazards assessment. The oil and gas resources assessment is currently being funded by the U.S. Trade and Development Agency (TDA) and thus will not be included or discussed further in this PASA document. The remaining six (6) areas of activity should be undertaken concurrently because they are all interrelated and provide efficiency and economy of scale and effort.

To support development of the natural resources component of USAID's Afghanistan Economic Restructuring and Rural Development, USAID/Afghanistan (Kabul) requested technical assistance from USGS to work with appropriate Government of Afghanistan (GOA) organizations to assist with the development and implementation of a national plan for natural resources assessment. USGS was requested to do two (2) tasks, which fall under the terms of Annex A of this document: USAID-USGS PARTNERSHIP in Afghanistan.

Task 1 called for the USGS to undertake a scoping or assessment trip to Kabul with the following objectives: 1) determine the quantity, quality, location of critical data, and information related to the activity components; 2) assess the Afghanistan government facilities, including laboratory and field equipment and instrumentation; and 3) determine the quantity, quality, expertise level, and background of Afghanistan counterpart technical personnel in counterpart organizations.

Task 2 directed USGS to develop a detailed six-month workplan (FY04 funds) based on the December 2003 USGS Proposal (Attachment A) and the results of activities under Task 1, above, and to implement that workplan with Afghanistan government counterpart organizations, USAID (Kabul), and in coordination with other U.S. government and international organizations.

Project Management Plan

The USGS proposes to implement the requested workplan as outlined below. This is a draft document which will be finalized 30 days after the signing of the approved PASA. For the purposes of continuity and clarity, proposed USGS activities fall under six components, namely: 1) capacity and institutional building, 2) geospatial infrastructure development, 3) coal resources, 4) mineral resources, 5) water resources, and 6) earthquake hazards. These components are listed below along with the individual tasks and deliverables under each for the first six (6) months of proposed activities.

ANNEX A

Capacity and Institutional Building

Tasks:

- Develop and initiate training program through the use of GSA's MOBUS list and other qualified organizations
- Develop and initiate immediately custom made training courses in English and information technology (IT)
- Initiate renovation of 8 to 10 rooms in the Afghanistan Geological Survey Building
- Purchase and deliver IT equipment to Afghanistan Geological Survey or the Ministry of Mines and Industries facilities.
- Support of and participation in the reform of the natural resource sector in the context of USAID support of the GOA's on-going efforts to reform its policies and institutions.

Deliverables:

Report than outlines and initiates training programs in English, information technology, and refresher courses in geosciences; report that outlines progress on completion of renovation of rooms at AGS; and delivery and installation of computer hardware and software systems at AGS and Department of Cartography and Geodesy. To the extent possible, these deliverables will support and be compatible with Afghanistan Information Management System (AIMS).

Geospatial Infrastructure Development

Tasks:

- Co-ordinate all IT and geospatial information development with AIMS.
- Production of digital databases from existing map databases to support all assessment activities
- Production of remote sensing data to improve existing map data and to assist resource teams
- Improve existing map data to support resource assessments
- Purchase computer hardware and software, install, and begin training at the Afghan Geological Survey and the Afghan Department of Cartography and Geodesy.
- Establish a central database for resource assessment teams.

Deliverables:

Digitized and rectified maps and images as follows: 1:1m geologic map; 1:1m tectonic map; 1:500k Russian geologic map; 1:500K German geologic map; soil maps, including profiles; 1:200K Russian topographic maps; Landsat ETM Image data; radar image data; ASTER/Hyperion image data; scanned aerial photography or high resolution satellite imagery (ongoing for specific areas); countrywide digital topography at 90 meter accuracy; high resolution topographic maps for specific resource studies; improved geologic and structural maps at 1:500K; improved geographic base maps for selected areas; analysis report of ASTER/Hyperion imagery for coal resources assessment studies; establish central database for resource assessments; installed computer hardware and software at AGS and Department of Cartography and Geodesy.

ANNEX A

Coal Resources

Tasks:

- Compile comprehensive bibliography of existing coal reports and maps
- Compile and analyze existing coal resources and coal geology data and information
- Collect, analyze, and interpret new coal quality data and information (coal characterization)
- Identify and summarize all available information concerning coal deposits that are being exploited or appear to be readily exploitable.

Deliverables:

Coal bibliography report (paper and CD); report on existing coal resources and coal geology data (CD/DVD media); reconnaissance reports on field and laboratory data and an initial mine evaluations report (paper and CD media). Prepare promotional brochures on all commercially exploitable coal deposits.

Mineral Resources

Tasks:

- Compile and analyze existing mineral data and information
- Acquire foreign data (reports and maps) and update where needed in digital form
- Review and update mineral occurrence maps and convert to these data and information to mineral deposit types and databases
- Initiate fieldwork in the Panshir Valley for gemstone resources.

Deliverables:

Report (paper and CD) displaying existing mineral data and information located in Afghanistan; updated reports and maps containing mineral data and information obtained from foreign sources; report on updated mineral occurrences and transformation of these mineral occurrences into mineral deposit types and databases; paper and CD report on results of fieldwork on gemstones in the Panshir Valley.

Water Resources

Tasks:

- Initiate national water resources assessment through use of existing data and work with Afghanistan government organizations and foreign groups
- Begin groundwater assessment activities with focus in Kabul basin
- Conduct cooperative studies with the Corps of Engineers on the Kajakai dam and Helmand river watershed
- Contribute to the establishment of a Water Resources Academy in the Ministry of Rural Development
- Initiate a remote sensing study of water resources availability related to snow cover and glaciers.

Deliverables:

Needs assessment and design report for a National Water Resources, including data and analytical needs; preliminary report on the hydrologic assessment of historic inflow to the Kajakai Reservoir; provide materials and personnel in the development of the Water Academy; produce a report on the data, locations and volumes of glacier ice and a preliminary assessment of the status and historic evolution of the growth and/or decay of Afghanistan glaciers.

ANNEX A

Earthquake Hazards

Tasks:

- Prepare Afghanistan regional earthquake catalogue of instrumentally recorded earthquakes
- Begin preparation of seismotectonic map
- Begin preparation of derivatives of seismotectonic maps; seismicity maps; moment tensor maps
- Provide analysis of existing earthquake hazard assessment of the Kajakai dam.

Deliverables:

Deliver draft report on Afghanistan earthquake catalogue; draft of seismotectonic map of Afghanistan; report on progress made on derivative maps; and submit report on review of contractor's earthquake hazard assessment for the Kajakai Dam.

ANNEX B

BUDGET

<u>Sector</u>	<u>Total Budget</u>
Coal Resources	\$431,044
Geospatial	\$1,424,944
Earthquake Hazard Assessment	\$180,545
Minerals Assessment	\$600,000
Institutional Capacity Building	\$913,420
Water Resources	\$1,450,047
Grand Total	\$5,000,000

NOTE: Each sector item includes all logistical support costs (office space, in-country transportation, housing, etc.) that is the responsibility of the Participating Agency.

ACCOUNTING AND APPROPRIATION DATA, SPECIFIC:

Appropriation:	724/51037
Budget Plan Code:	HES4-04-23306-FG13
RCN:	K041029
MAARD:	306-0003-3-40162
EOCC:	41000
Project:	3060003.01
Amount:	\$5,000,000.00
ALC:	72000058

ANNEX C

STANDARD PROVISIONS

C.2 ANNEX C

Participating Agency Service Agreement - Standard Provisions

1. PERSONNEL

A. Participating Agency Responsibilities - The Participating Agency has full responsibility for performing the technical services required under this Agreement, including staffing, supervision, backstopping, promotion, and reporting, subject to general guidance from USAID.

Participating Agency personnel remain on the Participating Agency's employment rolls and are subject to the Participating Agency's position ceilings and regular promotion procedures. Participating Agency personnel assigned in the United States operate under the rules and regulations of the Participating Agency unless otherwise required by law or USAID regulations. When assigned overseas, Participating Agency personnel are subject to USAID regulations. USAID personnel policies are found in the USAID Automated Directive System (ADS) Series 400. In addition, Department of State Standardized Regulations (DSSR) govern most overseas differentials, benefits, and allowances provided to Participating Agency staff overseas. Although USAID regulations govern Participating Agency personnel assigned overseas, the Participating Agency is responsible to perform all administrative and supervisory duties required for its employees.

USAID Automated Directive System (ADS) Chapter 306 applies to Participating Agency personnel serving under this Agreement. Before Participating Agency personnel may undertake an overseas assignment, the Participating Agency must make the necessary administrative arrangements, including all predeparture clearances (e.g., health (including medical waivers), security, language training and testing, and orientation).

B. Limitations - Except as specifically provided in writing by USAID, Participating Agency personnel may not officially represent USAID at any function; approve policy documents; supervise USAID employees; negotiate, review, or sign contracts on behalf of USAID; certify vouchers; select or recruit USAID employees; or prepare USAID funding or budget documents.

C. Post of Assignment - All Participating Agency United States citizen direct hire employees stationed overseas and funded under this Agreement are entitled to the same types of support and privileges and immunities as equivalent USAID United States citizen direct hire employees at the same post. However, in some cases, support for such Participating Agency employees may not come from the same source as support for USAID direct hire staff. For example, in some instances, housing for Participating Agency employees may be provided by a host-country institution rather than by USAID or the Embassy as for USAID employees. In any event, Participating Agency employees' housing and facilities are to be equivalent to those provided to comparable USAID United States citizen direct hire employees.

Participating Agency employees stationed overseas under this Agreement will receive the same APO, Commissary, PX, and club privileges as USAID United States citizen direct hire employees when allowed by the regulations of the organization to which the facility is attached. Participating Agency employees and their dependents are entitled to the same health benefits as USAID direct hire employees.

D. Time and Attendance Records - Unless USAID agrees otherwise, Participating Agency personnel serving overseas are responsible for forwarding their time and attendance records to the Participating Agency for recordkeeping and for the processing of salary payments. At the request of the USAID Agreement Officer or the USAID Cognizant Technical

ANNEX C

Officer, the Participating Agency must provide a copy of the time and attendance records for personnel named in the request.

E. Standards of Conduct - Participating Agency personnel and their dependents are required to maintain high standards of personal conduct expected of United States Government officials representing the United States overseas. Failure to do so can lead to disciplinary action.

F. Termination - If, for any reason, USAID curtails, revises, or terminates programs or strategic objectives under which activities required under this Agreement are performed, USAID may unilaterally determine which categories of Participating Agency personnel are to be retained. If USAID plans to terminate the services of Participating Agency personnel under this Agreement, USAID will notify the Participating Agency in writing at least 45 days in advance.

2. CONTRACTING UNDER THIS AGREEMENT

A. Applicability. Unless otherwise stated herein, this clause applies to contracts, purchase orders, grants, cooperative agreements, Intergovernmental Personnel Act assignments, and the employment of experts and consultants hired under the authority of 5 U.S.C. 3109 when these instruments are specifically in support of a Participating Agency's effort under this Agreement. As used in this clause, the term "contracts" includes all of the cited instruments, except where specifically noted.

B. The parties anticipate that there will be no need for the Participating Agency to issue contracts under this Agreement. Therefore, any proposed contracting by a Participating Agency must be specifically authorized in advance, in writing, by the USAID Agreement Officer. Specific contracts will be identified in the Participating Agency's budget submission under this Agreement or the Budget Agreement must be modified to reflect such contracting. All contracts issued specifically in support of this Agreement must require that lower tier subcontracting and consultant services be subject to the prior approval of the USAID Agreement Officer.

C. Unless a contract has been identified in the Participating Agency's budget submission and this agreement, before it executes a contract, the Participating Agency must include in its request for the USAID Agreement Officer's authorization an identification of the contractor and the contract statement of work.

D. The Participating Agency must make the determinations required by Office of Management and Budget (OMB) Circular A-76 and follow the Federal Acquisition Regulation (FAR) (or the OMB Circular A 110, as applicable), as implemented by the Participating Agency. The Participating Agency may use its own contracting authority when procuring goods or services to be used in the United States. The Participating Agency will ensure the appropriate authority is cited in the contract. For any contract action under which goods or services will be provided overseas, the Participating Agency must comply with all appropriate USAID Regulations, such as USAID Acquisition Regulation (AIDAR) (for FAR-defined contract actions), 22 CFR 226 (for Grants and Cooperative Agreements); and 22 CFR 228 (for source, origin, nationality, and commodity eligibility requirements). The Participating Agency must require the contractor to insert these requirements in any subcontract at any tier. Links to these regulations may be found on the USAID Internet site, <http://www.usaid.gov>, or by request from the USAID Agreement Officer.

3. REPORTS

A. The title page of all reports submitted under this Agreement must include a descriptive title, the author's name(s), Award Number, activity number and title, Participating Agency's name, name of the USAID Cognizant Technical Office, and the publication or issuance date of the report.

B. When preparing reports, the Participating Agency must refrain from using elaborate art work, multicolor printing, and expensive paper/binding, unless it is specifically authorized to do so in the Schedule of this Agreement.

C. The metric system of measurements must be used for specifications that are contained in reports unless USAID determines in writing that such use is impractical or is likely to cause significant inefficiencies or the loss of markets to United States firms.

ANNEX C

D. Unless otherwise provided in the Schedule of this Agreement, the Participating Agency must prepare and submit the indicated number of copies of the following reports to the persons and offices as stated:

(1) Semi annual Technical Progress Report: Within 45 days following the end of the period being covered, the Participating Agency must submit a technical progress report that addresses the status of the work under the agreement (1) indicating progress made with respect to the goals set forth in Annex A, Statement of Work, and (2) setting forth plans for the ensuing period, including recommendations covering the current needs in the fields of activity that are covered under the terms of this agreement.

Distribution: USAID Agreement Officer 1 copy USAID Cognizant Technical Officer 4 copies
PPC/CDIE/DIO 2 copies

(2) **Quarterly Administrative Report:** Within 15 days after the end of the quarter being covered, the Participating Agency must submit a report on administrative matters covering, at a minimum:

Expenditure status to include actual (or estimated if actual expenditures are not available) expenditures during the quarter and anticipated expenditures for the next quarter. Actual expenditures should be accompanied by copies of corresponding billing notices/vouchers.

Status of personnel employed under the agreement, including the USAID-funded, full-time employees stationed in the United States and personnel stationed overseas, including any cooperating country nationals. This will include the number of both assigned and temporary duty personnel who have been assigned to USAID during that quarter, including those who started and completed an assignment during the quarter, those who began before the quarter and terminated during the quarter, and those who will continue beyond the end of the quarter.

Distribution: USAID Agreement Officer 2 copies USAID Cognizant Technical Officer 2 copies

(3) **Notice of Personnel Action:** Not later than 15 days after the effective date of any personnel action that will substantially affect the budget or the implementation of this Agreement, the Participating Agency must notify USAID of the personnel action, including the identity of the person involved and the effects the Participating Agency believes the personnel action will have.

Distribution: USAID Agreement Officer 1 copy USAID Cognizant Technical Officer 1 copy

(4) Final Report: Within 60 days following the Completion Date of the Agreement (as specified in Block 8 of the face sheet of the Agreement), the Participating Agency must submit a final report that summarizes the Participating Agency's accomplishments under this Agreement and recommendations, if any, for subsequent activities.

Distribution: USAID Agreement Officer PPC/CDIE/DIO	1 copy USAID Cognizant Technical Officer	4 copies
2 copies		

When PPC/CDIE/DIO is indicated above as a recipient in the distribution of reports, send its copies to the following address, or such other address as USAID may indicate in writing:

United States Agency for International Development PPC/CDIE/DIO 1300 Pennsylvania Avenue, N.W.
Washington, D.C. 20523-6802

4. DISPOSITION OF RECORDS AND PROPERTY WHEN A USAID FUNDED ACTIVITY TERMINATES

ANNEX C

A. Records (Other Than Property Records): Responsibility for maintenance of records and their final disposition rests with the Participating Agency. Upon written request, USAID will arrange for destruction of records without any screening of their contents or significance.

B. Property:

(1) Outside the United States: All USAID funded property on hand on termination of this Agreement procured by and under the control of the Participating Agency must be turned over to the cooperating country or the USAID Mission, as determined by the USAID Agreement Officer.

(2) In the United States: When USAID no longer needs property financed under this Agreement, the Participating Agency, subject to USAID agreement, will

Credit USAID the depreciated value of the property,

Return it to USAID, or

Otherwise dispose of it.

C. Disposition of Property Records: Aside from any specific record keeping policies of the Participating Agency, the Participating Agency must maintain itemized property records on all nonexpendable items purchased under this Agreement costing more than \$500 each. The records will include, at a minimum, the description, date acquired, from whom, cost, present location, and condition.

5. COMMUNICATIONS PRODUCTS

Unless the Schedule of this Agreement specifically provides otherwise or USAID approves otherwise in writing, the following requirements apply to any printed material (other than noncolor photocopy material), photographic services, or video production services ("Communications Products") prepared under this Agreement:

A. The Participating Agency must follow USAID-established standards for Communications Products financed by USAID. A copy of the USAID standards may be obtained from the USAID Cognizant Technical Officer on request.

B. The following Communications Products will be eligible for USAID financing under this Agreement only if they are approved in writing by the USAID Bureau for Legislative and Public Affairs:

(1) Any Communications Products costing over \$25,000, including the costs of both preparation and execution. (For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout, and production costs.)

(2) Any Communications Products that will be sent directly to, or are likely to be seen by, a Member of Congress or congressional staffer.

(3) Any Communications Products of which more than 50 percent of the copies will be distributed in the United States (excluding copies provided to USAID/PPC/CDIE and other USAID/Washington offices for internal use).

6. TRAINING OF COOPERATING COUNTRY PERSONNEL

Except as USAID may otherwise agree in writing, the planning and implementation of all training of personnel of a cooperating country financed under this Agreement must comply with USAID Automated Directives System Chapter 253.

7. MARKING

Unless USAID agrees otherwise,

ANNEX C

- a. All equipment and materials financed under this Agreement must be marked with the USAID red, white, and blue emblem, and their shipping containers must be marked with the emblem and the USAID financing document number.
- b. All construction sites and other locations receiving USAID financing must display signs marked with the USAID red, white, and blue emblem and indicating participation by the United States of America. These signs should be erected at an early date in the construction or implementation phase and be replaced by permanent signs, plates or plaques, marked with the USAID red, white, and blue emblem, at the end of this phase.

8. COMPLETION DATE AND CLOSE-OUT OF THE AGREEMENT

- a. The Completion Date of the Agreement is the date stated in block 8 of the face sheet of this Agreement, or such other date as the parties may agree to by amendment of this Agreement. "Completion Date" for this purpose means the estimated date by which all USAID-financed services will have been performed and all USAID-financed goods will have been furnished as contemplated in this Agreement. Except as USAID may otherwise agree in writing, USAID funds made available under this Agreement may not be used to finance services performed after the Completion Date or goods furnished after the Completion Date.
- b. USAID will begin to formally close out the Agreement after the Completion Date. The Participating Agency will cooperate with USAID to expeditiously and properly document the close-out of the Agreement. Except as USAID may otherwise agree in writing, the Participating Agency must, not later than nine months following the Completion Date, submit to USAID requests for reimbursement or liquidation of outstanding advances under the Agreement. Funds which have not been disbursed and for which reimbursement requests, with supporting documentation, have not been received by USAID as of nine months following the Completion Date of the Agreement may be unilaterally deobligated by USAID.